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July 13, 1982

Mr. Stewart Brand
Point Foundation
27 Gate Five Road
Sausalito, Ca.

Dear Mr. Brand:

This letter will constitute an agreement between The Chronicle Publishing Company and Point Foundation for the purchase of a weekly feature entitled The Chronicle Whole Earth Catalog.

It is understood that on Monday of each week during the term of this agreement, Point shall deliver to Chronicle a complete text, artwork, and design layout of a feature of the general style and length of the attached sample. The feature will be in the spirit and style of The Whole Earth Catalog.

Some of the material in the feature has appeared previously in the Whole Earth Catalog or Co-Evolution Quarterly; some is appearing for the first time in the feature. All of the material, except for excerpted quotes and illustrations used in reviews, is copyrighted by Point. Point grants to Chronicle one-time exclusive rights for newspaper use of the feature in California north of Bakersfield. This agreement does not preclude Point from selling the feature to newspapers outside that region. If permission from others is required for republication of any of the material (including visual materials), Point will obtain such permission at Point's expense. Furthermore, Point warrants that it owns the publishing and other rights to this material and agrees to hold Chronicle harmless against all claims, demands, actions, damages. liabilities and costs which may be brought against Chronicle by reason of these warranties.

Chronicle agrees to pay Point Foundation the sum of $400 per feature published during the first three months of this agreement, $450 per feature published during the next three months and $500 for each published fea-

ture thereafter. In the event of a prepared feature not being used, Chronicle shall pay Point a kill-fee of 50% of the rate.

This agreement shall remain in force until such times as either party notifies the other in writing that they wish to terminate or modify the agreement 30 days from the date of such notice.

If the terms of this agreement are satisfactory with you, please sign both copies and return the duplicate to me.

Sincerely,

Phelps Dewey
Assistant Publisher

FOR POINT FOUNDATION

Stewart Brand, President